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**Contract Database Metadata Elements**

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Union: **Gouverneur Police and Emergency Services Dispatchers Association**

Local:

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AGREEMENT

BETWEEN

VILLAGE OF GOUVERNEUR  
COUNTY OF ST LAWRENCE  
NEW YORK

AND

GOUVERNEUR POLICE & EMERGENCY  
SERVICES DISPATCHERS ASSOCIATION

4/1 5/31  
2004 - 2006

**RECEIVED**

JUL 18 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## **ARTICLE I – RECOGNITION**

Section 1 The Village of Gouverneur (hereinafter referred to as the “Village”) recognizes the Gouverneur Police and Emergency Services Dispatchers Association (hereinafter referred to as the “Association”) as the sole and exclusive representative of all collective bargaining terms and conditions of employment and for the purpose of representing bargaining unit members at grievance hearings.

Section 2 The Association affirms that it does not assert the right to strike against the Village; nor will it assist or participate in any such strike or impose an obligation upon its members to conduct, assist or participate in any such strike.

Section 3 If any clause, sentence, paragraph or section of this Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall be limited to such clause, sentence, paragraph or section and shall not affect the remainder of this Agreement.

## **ARTICLE II – COMPENSATION**

Section 1 Bargaining unit employees will be paid according to the wage schedules included in the Agreement and based upon the provisions of the Article.

Section 2A Bargaining unit members will be paid overtime at the rate of one and one-half of their hourly rate of pay for approved time worked in excess of 40 hours during the work week. No paid time off shall be considered time worked for the purpose of computing overtime. This rate shall apply if a member is required to work during his vacation or while he is on approved personal leave.

Section 2B To begin contract year 2003 and thereafter Vacation leave and Personal leave will count as time worked for the purpose of calculating overtime.

Section 3 When a bargaining unit member, while off duty, is required to appear in court or at a hearing within the Village of Gouverneur or is required to report to

work at a time other than before or after a regularly scheduled shift, he shall receive a minimum of two hours pay and a minimum of four hours pay for court or hearing appearances outside the Village.

Section 4A Members with a permanent status shall be furnished with uniforms and shoes when in the Chief of Police's judgment such are needed, not to exceed an annual cost of \$235.00 per member for uniforms and an annual cost of \$60.00 per member for shoes. Other equipment shall be provided at the discretion of the Chief of Police.

Section 4B To begin contract year 2002 and thereafter. Our clothing allowance has been upgraded to \$325.00 per year per member for uniforms and \$80.00 per year per member for shoes.

Section 5 Approved use of personal vehicles for approved Village business shall be paid at the Village mileage rate.

### **ARTICLE III – WORK DAY AND WORK WEEK**

The standard work day is eight (8) hours and the standard work week is forty (40) hours.

### **ARTICLE IV – HOLIDAYS**

Section 1 All bargaining unit members shall be given (1) extra day's pay for each of the following holidays, to be paid at the convenience of the Village in the pay period in which the holiday occurs. If a member is regularly scheduled to work a holiday he shall be compensated at a rate of time and one-half (1 ½) for actual hours worked on that holiday.

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Easter  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas

## **ARTICLE V – LEAVE OF ABSENCES**

Section 1 Sick leave and vacation credit shall not be earned when a member is on a leave of absence without pay.

### Section 2 Vacation

- A. Full time bargaining unit members shall earn vacation credit per month at a rate pursuant to the following schedule:

<u>YEARS OF SERVICE</u>	<u>MONTHLY RATE</u>
During first year	3 1/3 hours
During 2 <sup>nd</sup> – 6 <sup>th</sup> years	6 2/3 hours
During 7 <sup>th</sup> – 14 <sup>th</sup> years	10 hours
During 15 <sup>th</sup> – 19 <sup>th</sup> years	13 1/3 hours
During and after 20 <sup>th</sup> year	14 2/3 hours

- B. Vacation credit is earned starting with the member's first day of employment; however, no vacation days shall be taken until after the member's first anniversary date.
- C. The Chief of Police shall schedule vacations. Seniority and the Village's operating requirements shall be considered in scheduling member's vacation time.
- D. No more than 45 vacations days or 360 hours can be carried over from year to year by any member.
- E. Upon retirement or honorable termination from Village service a member shall be paid for credited, but unused vacation days.
- F. In the event of the death of a member while in Village service, the Village will pay to the member's beneficiary the cost equivalent of any unused vacation days to which the deceased member had been entitled.

### Section 3 Sick leave

- A. Bargaining unit members, after 30 days of employment, shall be credited with one sick day per month.

- B. Up to five (5) days per year of a member's sick leave may be used for illness in the member's immediate family requiring the member's personal attendance.
- C. Bargaining unit members may accumulate a maximum of 150 sick days (or 1200 hours).
- D. A member may use sick leave on any day she has a pregnancy related disability. It shall be presumed that a member is disabled for the period of two weeks before birth until four weeks after birth. Subsection E (below) shall apply for other days of pregnancy related disability.
- E. The Chief of Police may require a physician's verification of illness or disability, and if the Chief deems it necessary he may require an examination by a Village authorized physician at Village expense.

F. SICK LEAVE INCENTIVE PAY

Bargaining unit members shall be entitled to sick leave incentive pay. Members who limit their sick leave use during a calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>) shall be reimbursed at a rate of one half (1/2) their current rate of pay not to exceed ten (10) unused sick leave days or eighty (80) unused sick leave hours upon a bargaining unit members request at the following exchange rate:

1. A member using 0-2 sick leave days or 0-16 sick leave hours may exchange for pay up to ten (10) sick leave days or eighty (80) sick leave hours for pay at the aforementioned rate of pay.
2. A member using 3-4 sick leave days or 17-32 sick leave hours may exchange for pay up to six (6) days or forty-eight (48) sick leave hours for pay at the aforementioned rate of pay.
3. A member using 5-6 sick leave days or 33-48 sick leave hours may exchange for pay up to two (2) days or sixteen (16) sick leave hours for pay at the aforementioned rate of pay.

Sick leave not exchanged will be retained to member's total sick leave accumulation.

Bargaining unit members must have accumulated and maintain a minimum of sixty (60) days or four hundred eighty (480) hours of sick leave before he or she may exchange any additional unused sick leave for pay.

Members wishing to exchange unused sick leave for pay shall notify the Chief of Police in writing on his or her desire to exchange leave for pay and as to how many days or hours he or she desires to exchange by no later than the last day of the calendar year (December 31<sup>st</sup>) preceding the second pay period ending in January of the following year. No claims will be honored after that time.

Payment for unused sick leave shall be paid to the member no later than the second pay period ending in January of each year with the first disbursement for leave commencing in January of 1996.

#### Section 4      Personal Days

- A. Unit members, after one year of service, are eligible for up to six (6) personal days or 48 hours per year based on the member's anniversary date. Members may use such personal days for unspecified reasons.
- B. Unused personal days will be added to accumulated sick days at the end of each year.
- C. Personal day's requests must be submitted in writing 48 hours in advance, except in emergency situations. Such requests are subject to the approval of the Chief of Police; however, requests will be granted unless operation requirements do not permit.

#### Section 5      Bereavement Leave

A member is entitled to up to three (3) paid leave days in the event of the death of the member's parent, step-parent, spouse, child, step-child, brother, sister, immediate aunts and uncles, member's and spouse's grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, or brother-in-law. Leave days to be taken at the request of the member and at the discretion of the Chief of Police.

#### Section 6      Jury Duty Leave

A member who has been called for jury duty will be compensated by the Village for the first three (3) days at full pay. After the three (3) day period, the Village agrees to pay members the difference between what they are paid for jury

duty and their normal pay. Employees are responsible for providing verification of payment to the Village. Time spent serving on jury duty will not be deducted from the employee's time. If an employee is not required to serve a full day of jury duty, he or she is expected to return to work or have the balance of that time deducted from their vacation or personal time, depending on their preference.

Section 7      Leave of Absence without Pay

Upon the recommendation of the Chief of Police, the Village Board may grant leaves of absence without pay for up to six months. Such leaves shall not be used for purpose of seeking other employment. The Village Board may grant extensions on such leave.

Section 8      Absences from Duty

Whenever possible absences from duty must be reported in advance to the Chief of Police. All unauthorized or unreported absences shall be considered absences without proper authority and shall result in a pay deduction for such period of absence. Further, such absences shall be the grounds for disciplinary action.

**ARTICLE VI – RETIREMENT BENEFITS**

Section 1      The Village shall continue in force, the New York State Retirement plan in effect on May 31, 1995 for this bargaining unit. Village and member contributions shall be required by the New York State Retirement Law.

Section 2      All members will be paid one half (1/2) their hourly rate of pay for every hour at time of retirement or honorable termination of employment for up to seventy-five (75) days (or 600 hours) of unused sick leave.

**ARTICLE VII – INSURANCE**

Section 1      Effective August 1999, the Village shall pay the full cost of all health insurance benefits, (hospitalization, major medical and dental) through GHI and a Prescription Drug Program with a \$4.00/\$8.00 co-pay, until such time another insurance



carrier or plan of equal or better coverage is agreed upon by the Village and the Association. Also a \$25 charge if an employer requests a brand name when there is a generic brand available.

Section 2 A ten thousand dollar (\$10,000) accident policy will be provided for each member by the Village.

Section 3 All employees hired on or after June 15, 1992, will be required to contribute ten dollars (\$10.00) per week towards the cost of their health insurance. All employees hired prior to June 15, 1992, will be required to contribute five dollars (\$5.00) towards their health insurance.

Section 3A To begin the contract year of 2005-2006 and thereafter all members will be required to contribute ten dollars (\$10.00) per week in addition to what an employee already contributes towards the cost of their health insurance.

Section 4 Upon thirty days (30) written notice to the other party the Village of the Association may open Section VII of the contract as it pertains to insurance. The current insurance coverage at the time of said opening shall remain in affect until such time as both parties mutually agree upon a new insurance.

Section 5 The Village shall have the right, upon thirty days (30) notice to the Association, to change insurance carriers or plans or to provide insurance means a self insurance plan, singularly or with other municipalities as any time provided the level of coverage is substantially equivalent or better than the coverage currently provided.

Section 6 Both parties agree that a committee shall be formed comprising of one member from each of the bargaining Associations, The Village of Administrator, a Village Board Member, and the Village's Health Insurance Administrator to work towards seeking comprehensive health insurance that responds to the needs of the employees and is cost efficient.

Section 7 All members who retire from Village service shall be provided with insurance that is currently being provided to the active employees with full cost to be paid for by the Village. All retirees who reach the age of sixty-five (65) and become eligible for Medicare shall have GHI supplemental and \$4.00/\$8.00 co pay prescription program continued in effect with the full cost to be paid by the Village.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

Section 1 A grievance is defined as any matter involving the interpretation or application of the Agreement and shall be subject to the procedure specified in Section 2. No other claim or dispute shall be subject to this procedure. A grievance shall be deemed waived unless it is submitted to the Chief of Police within seven days from the time of the event giving rise to the grievance.

Section 2 Procedural Steps

- A. The grievance will be submitted in writing to the Chief of Police by the Association. The Chief of Police will reply to the grievance within seven working days.
- B. Should the Chief of Police not resolve the grievance or not respond within seven working days, the Association may refer the grievance to the Village Administrator or designee within seven (7) working days from the Chief of Police's response or from the day he should have responded.
- C. Should the Administrator not resolve the grievance or not respond within ten working days, the Association may refer the grievance to the Village Board of Trustees within seven working days from the Administrator's response or from the days he should have responded.
- D. Should the grievance not be resolved at the Board stage within fifteen days, the grievance will be submitted to a three member panel. The composition of the panel shall be: (1) one bargaining unit member, (2) one Village Board Member and (3) one citizen from the Village of Gouverneur. The panel shall hear and decide the grievance within forty days from the date the grievance is submitted to it. The panel's decision shall be final and binding upon both parties; however, the panel shall not have the power to add to, subtract from, or change any provision of this Agreement.

Section 3 Any fees or expenses of the citizen panel member shall be shared equally between the Village and the Association.

**ARTICLE IX – RECIPROCAL RIGHTS**

Section 1 The Village recognizes the right of the members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of the Agreement.

Section 2 One member may be designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement. With written notice to the Chief of Police that briefly states the reason, this member shall be permitted a reasonable amount of time from his regular duties to fulfill these responsibilities.

#### **ARTICLE X – NON-DISCRIMINATION**

The parties agree that there shall be no discrimination with regard to hiring, promotion, job assignment, or other condition of employment because of race, age, sex, creed, color, national origin, or Association activities.

#### **ARTICLE XI – PHYSICAL EXAMINATION**

Members shall be required to have a physical examination upon initial employment and thereafter as required by the Village. Such examinations will be paid for by the Village; however, members must submit claims for the examinations to the insurance company if the plan in effect provides coverage for any aspect of the examination. The examination will be conducted by a Village appointed physician who shall determine a member's fitness for duty. The nature of the examination will be determined by the Village, in consultation with the Association.

#### **ARTICLE XII – REOPENING OF TERMS OF THE AGREEMENT**

Should there be a problem or question concerning a provision of this Agreement it may be reopened for discussion by mutual consent of the parties of this Agreement.

#### **WAGE SCHEDULES**

### **WAGE SCHEDULES**

The hourly wage rates are indicated below for the position of Dispatcher for the period starting June 1, 2004 and ending May 31, 2006.

	<u>2004-2005</u>	<u>2005-2006</u>
Base	\$11.42	\$11.76
After One Year	\$11.78	\$12.13
After Two Years	\$12.11	\$12.47
After Three Years	\$12.49	\$12.86
After Four Years	\$12.83	\$13.21
After Ten Years	\$13.53	\$13.93

This wage schedule reflects a 0% increase in 2004-2005 and a 3% increase in 2005-2006, excluding OT and holidays.

To begin contract year 2002 and thereafter: Shift differential pay will be \$.30 for A Tours (11pm to 7am) and \$.25 for C Tours (3pm-11pm).

To begin contract year 2003 and thereafter: Longevity to be paid as follows: each year for the 7<sup>th</sup>-13<sup>th</sup> year \$200.00 and each year 14<sup>th</sup> until retirement \$400.00. This will be paid the 1<sup>st</sup> week of December.

### **ARTICLE XIII – DURATION OF THIS AGREEMENT**

This agreement shall become effective upon June 1, 2004 and shall continue in effect until May 31, 2006. If a new Agreement is not settled on or before May 31, 2006, this Agreement shall remain in effect until a new Agreement is reached.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives this 28<sup>th</sup> day of May 2004.

Village of Gouverneur

Sarahy Vorse  
Mayor

Gouverneur Police and Emergency  
Services Dispatchers Association

Barbara Champagne  
President